

LEWIS BRISBOIS BISGAARD & SMITH LLP

JULIAN J. PARDINI, SB# 133878

E-Mail: Julian.Pardini@lewisbrisbois.com

45 Fremont Street, Suite 3000

San Francisco, California 94105

Telephone: 415.362.2580

Facsimile: 415.434.0882

ANGELA A. ZANIN, SB# 229149

E-Mail: Angela.Zanin@lewisbrisbois.com

633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Attorneys for Defendant

STATE FARM MUTUAL

AUTOMOBILE INSURANCE

COMPANY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

YERVAND ALOYAN AND ANI
YANTURYAN,

Plaintiffs,

v.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY, and Illinois corporation
licensed to do business in California;
and DOES 1 through 25, inclusive,

Defendants.

Case No.:

**DEFENDANT STATE FARM
MUTUAL AUTOMOBILE
INSURANCE COMPANY'S
NOTICE TO FEDERAL COURT OF
REMOVAL OF STATE COURT
ACTION PURSUANT TO 28 U.S.C.
§§ 1332(a), 1441(b), and 1446(d)**

[DIVERSITY]

**TO: THE HONORABLE COURT; PLAINTIFFS HEREIN and THEIR
ATTORNEYS OF RECORD**

PLEASE TAKE NOTICE that on July 11, 2025, Defendant STATE FARM
MUTUAL AUTOMOBILE INSURANCE COMPANY ("State Farm" or
"Defendant"), by and through its counsel, filed this Notice pursuant to 28 U.S.C. §§
1332(a), 1441(b), and 1446 (d) and Fed. R. Civ. P. 81(c) with the Clerk of the Court

159838879.1

STATE FARM MUTUAL INSURANCE COMPANY'S
NOTICE OF REMOVAL OF STATE COURT ACTION TO FEDERAL COURT

1 for the United States District Court, Central District of California, and the
2 supporting pleadings to accomplish the removal of this action pending in the
3 Superior Court of the State of California in and for the County of Los Angeles
4 entitled, *Yervand Aloyan and Ani Yanturyan v. State Farm Mutual Automobile*
5 *Insurance Company*, Los Angeles County Superior Court Case No. 25NNCV03954,
6 commenced on June 9, 2025, on the basis of diversity of citizenship, pursuant to 28
7 U.S.C. §§ 1332(a) and 1441(b) as follows:

8 **I. JURISDICTION AND VENUE**

9 1. The Court has jurisdiction of this civil action based upon diversity of
10 citizenship pursuant to 28 U.S.C. Code § 1441(b) (Diversity of Citizenship) and 28
11 U.S.C. Code § 1332(a) (amount in controversy exceeds the sum or value of
12 \$75,000). State Farm may remove this action to this Court because this is an action
13 between citizens of different states (28 U.S.C. § 1441(b)), and the amount in
14 controversy exceeds \$75,000, exclusive of interest and costs, as set forth below. (28
15 U.S.C. §§ 1332, 1441(a), and 1446(b)).

16 2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 84(c)(1), 1391,
17 and 1446(a), because this District embraces the place in which the removed action
18 has been pending. This Notice of Removal is filed in the United States District
19 Court for the Central District of California because the action is pending in
20 California Superior Court in and for the County of Los Angeles, within this Court's
21 jurisdiction.

22 **II. DIVISIONAL ASSIGNMENT**

23 3. Pursuant to Local Rules of Practice in Civil Proceedings before the
24 United States District Court for the Central District of California, assignment of this
25 civil action is proper because the action is pending in Superior Court for the State of
26 California in and for the County of Los Angeles.

1 **III. PROCEDURAL REQUIREMENTS AND STATUS OF THE**
2 **PLEADINGS**

3 4. On June 9, Plaintiffs YERVAND ALOYAN and ANI YANTURYAN
4 (“Plaintiffs”) filed a civil action in the Superior Court of California for the County
5 of Los Angeles, entitled *Yervand Aloyan and Ani Yanturyan v. State Farm Mutual*
6 *Automobile Insurance Company*, Los Angeles County Superior Court Case No.
7 25NNCV03954.

8 5. On June 13, 2025, Plaintiffs served copies of their Complaint on State
9 Farm. A true and correct copy of Plaintiffs’ Complaint is attached and marked
10 **Exhibit A.**

11 6. Defendant has thirty (30) days from the date of service or receipt of a
12 copy of the complaint to remove a case. 28 U.S.C. § 1446(b). This Notice of
13 Removal is therefore timely filed within the thirty (30) day time period for removal
14 set forth in 28 U.S.C. § 1446(b).

15 7. On July 11, 2025, Defendant filed its Answer to Plaintiffs’ Complaint.
16 A true and correct copy of the Answer is attached and marked **Exhibit B.**

17 8. Plaintiffs’ Complaint arises out of events related to an insurance policy
18 issued by Defendant to Plaintiffs. (Exhibit A, Complaint, at ¶ 13.)

19 9. Plaintiff asserts the following claims for relief: (1) Breach of Contract;
20 (2) Breach of the Implied Covenant of Good Faith and Fair Dealing; and (3)
21 Intentional Misrepresentation. (See Exhibit A, Complaint, at ¶¶ 35-40; 42-51; and
22 53-56.)

23 **IV. REMOVAL IS PROPER BASED UPON DIVERSITY OF**
24 **CITIZENSHIP**

25 10. This action may be removed to this Court by Defendant pursuant to the
26 provisions of 28 U.S.C. §§ 1441(b) and 1332(a), in that it is a civil action between
27 citizens of different states and the matter in controversy exceeds the sum of \$75,000,
28 exclusive of interest and costs.

1 **A. Diversity of Citizenship Exists**

2 11. Plaintiffs Yervand Aloyan and Ani Yanturyan residents are residents of
3 the City of Glendale, State of California. (*See* Exhibit A, Complaint, at ¶ 5.)

4 12. Defendant State Farm Mutual Automobile Insurance Company is
5 domiciled in the State of Illinois.

6 13. Defendant's corporate headquarters and principal place of business is
7 located at 1 State Farm Plaza, Bloomington, Illinois, 61710-0001.

8 14. From its Bloomington, Illinois, headquarters, Defendant directs,
9 controls, and coordinates activities which include, but are not limited to, the
10 following: (1) matters relating to the financing of Defendant's operations; (2)
11 matters relating to Human Resources of Defendant; (3) matters relating to legal,
12 regulatory, and trade compliance of Defendant; (4) matters relating to the
13 information technology of Defendant; and (5) matters relating to the tax obligations
14 of Defendant.

15 15. For purposes of determining diversity jurisdiction, "a corporation shall
16 be deemed to be a citizen of every State . . . by which it has been incorporated and
17 of the State . . . where it has its principal place of business." 28 U.S.C. § 1332(c)(1).
18 While a corporation's state of incorporation can be determined with ease, its
19 principal place of business often proves elusive. To simplify the jurisdictional
20 inquiry, the United States Supreme Court has defined "principal place of business"
21 to mean "the place where the corporation's high-level officers direct, control, and
22 coordinate the corporation's activities." *Hertz Corp. v. Friend*, 559 U.S. 77, 80
23 (2010). This "nerve center" is "typically . . . found at a corporation's headquarters."
24 *Id.*, at 81; see also *3123 SMB, LLC v. Horn*, 880 F.3d 461, 465 (9th Cir. 2018).

25 Defendant's "nerve center" is in Bloomington, Illinois; therefore, Defendant
26 is a citizen of Illinois, and not of California.

27 ///

28 ///

1 16. Therefore, Plaintiffs and Defendant are not citizens of the same state
2 and removal based on diversity of citizenship is proper, and this Court has subject-
3 matter jurisdiction under 28 U.S.C. § 1332.

4 **B. The Amount in Controversy Requirement Is Met**

5 17. “Among other items, the amount in controversy includes damages
6 (compensatory, punitive, or otherwise), the costs of complying with an injunction,
7 and attorneys’ fees awarded under fee-shifting statutes or contract.” *Fritsch v. Swift*
8 *Transp. Co. of Az., LLC*, 899 F. 3d 785, 794 (9th Cir. 2018). It is well established
9 that “*Brandt* fees” are included in a calculation of the amount in controversy. *James*
10 *Dickey, Inc. v. Alterra America Ins. Co.*, 2015 U.S. Dist. LEXIS 97793, at *7-8
11 (C.D. Cal. July 27, 2015) (finding that court may consider *Brandt* fees when
12 assessing the amount in controversy); *Brady v. Mercedes-Benz USA, Inc.*, 243 F.
13 Supp. 2d 1004, 1011 (N.D. Cal. 2002) (finding that a reasonable estimate of future
14 attorney’s fees could be included in determining in calculating the amount in
15 controversy). In addition, in California, a plaintiff may recover punitive damages for
16 insurance “bad faith” claims, and such damages are included in calculating the
17 jurisdictional amount in controversy. *James Dickey, supra*, at *6.

18 18. The removing party’s initial burden is to “file a notice of removal that
19 includes, ‘a plausible allegation that the amount in controversy exceeds the
20 jurisdictional threshold.’” *Ibarra v. Manheim Invs., Inc.*, 775 F. 3d 1193, 1195 (9th
21 Cir. 2015) (quoting *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct.
22 547, 554 (2014)). “By design, 1446(a) tracks the general pleading requirements
23 stated in Rule 8(a),” which requires only that the grounds for removal be stated in a
24 “short and plain statement.” *Dart, supra*, 135 S. Ct. at 553. Generally, a federal
25 district court will first “consider whether it is ‘facially apparent’ from the complaint
26 that the jurisdictional amount is in controversy.” *Abrego v. Dow Chem. Co.*, 443 F.
27 3d 676, 690 (9th Cir. 2006) (internal citation omitted).

28 ///

1 19. Defendant disputes that it is liable for any damages whatsoever to
 2 Plaintiffs. Nevertheless, Defendant can demonstrate that it is “facially apparent”
 3 that the jurisdictional amount is in controversy. This standard requires only that the
 4 removing party present evidence that “it is more likely than not” that the amount in
 5 controversy is satisfied. *Id.*

6 20. In their Complaint, Plaintiffs allege causes of action for Breach of
 7 Contract, Breach of the Implied Covenant of Good Faith and Fair Dealings, and
 8 Intentional Misrepresentation. (See Exhibit A, Complaint, at ¶¶ 35-40; 42-51; and
 9 53-56.) Plaintiffs request monetary relief. (See Exhibit A, Complaint, pp. 17-18.)

10 21. Where it is unclear from the face of the complaint whether the amount
 11 in controversy exceeds \$75,000, “the removing defendant bears the burden of
 12 establishing, by a preponderance of the evidence, that the amount in controversy
 13 exceeds the jurisdictional threshold.” *Urbino v. Orkin Servs. of Cal., Inc.*, 726 F.3d
 14 1118, 1121–22 (9th Cir. 2013) (quotation marks and citations omitted).

15 22. Directly in line with this reasoning is *Gonzales v. CarMax Auto*
 16 *Superstores, LLC*, 840 F.3d 644 (9th Cir. 2016), a case in which the plaintiff sued a
 17 used car dealer for violation of the Song-Beverly Act and other state law claims.
 18 Defendant removed based on diversity, and the plaintiff challenged the removal,
 19 arguing that the amount-in-controversy requirement was not satisfied. The Ninth
 20 Circuit disagreed and held the following:

21 To establish original jurisdiction based on diversity of
 22 parties, the amount in controversy must “exceed[] the sum
 23 or value of \$75,000, exclusive of interest and costs.” 28
 24 U.S.C. § 1332(a). We have defined the amount in
 25 controversy as the “amount at stake in the underlying
 26 litigation,” [citation]; this includes any result of the
 27 litigation, excluding interests and costs, that “entail[s] a
 28 payment” by the defendant. [Citation]. **This amount includes, *inter alia*, damages (compensatory, punitive, or otherwise) and the cost of complying with an injunction, as well as attorneys’ fees awarded under fee shifting statutes.**[Citation].

In this case, when the potential cost of complying with injunctive relief is considered along with Gonzales’s

claims for compensatory damages and punitive damages, the district court did not err in finding that the jurisdictional amount-in-controversy requirement was satisfied.

Gonzales, supra, at 648-649, emphasis added.

23. In addition, as the *Gonzalez* court indicated, attorneys' fees awarded under fee-shifting statutes are to be considered in assessing the jurisdictional threshold. In this case, Plaintiffs seek such an award. How are these fees to be computed? At the time of *Gonzalez*, it was "an open question whether attorneys' fees that are anticipated but unaccrued at the time of removal or filing in federal court . . . may be included in the amount-in-controversy." (*Gonzalez*, at fn. 2). That open question was resolved in *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413 (9th Cir. 2018), an analogous diversity case. In *Chavez*, the Ninth Circuit held that "the amount in controversy is determined by the complaint operative at the time of removal and *encompasses all relief a court may grant on that complaint if the plaintiff is victorious.*" (*Id.*) Under that standard, this Court should consider the range of fee awards that Plaintiff would receive if it were to be victorious at trial. However, the Court should note that the addition or consideration of attorneys' fees also allows Defendant to meet the amount in controversy requirement. It requires no great familiarity with the cost of litigation to conclude that Plaintiff will likely incur further expenses in taking this case through discovery, depositions, motions, experts, and trial. Thus, when either the exposure to attorneys' fees are properly considered, there is simply no question that the Court has diversity jurisdiction.

V. CONCLUSION

24. Pursuant to the provisions of 28 U.S.C. §§ 1441(b) and 1332(a), this case meets the elements of diversity jurisdiction and may be removed to this Court by Defendant because: (i) this is a civil action pending within the jurisdiction of the United States District Court for the Northern District of California, (ii) the action is

1 between citizens of different states, and (iii) the matter in controversy clearly
2 exceeds the sum of \$75,000, exclusive of interest and costs.

3 25. Defendant has sought no similar relief with respect to this matter. If any
4 question arises as to the propriety of the removal of this action, Defendant requests
5 the opportunity to conduct discovery, brief any disputed issues and to present oral
6 argument in favor of its position that this case is properly removable.

7 **WHEREFORE**, Defendant STATE FARM MUTUAL AUTOMOBILE
8 INSURANCE COMPANY respectfully prays that this Notice of Removal be
9 deemed good and sufficient, and that Case No. 25NNCV03954 be removed from the
10 Superior Court of California, County of Los Angeles, to the docket of this
11 Honorable Court, the District Court of the United States, for the Central District of
12 California.

13 Pursuant to 28 U.S.C. 1446(a), copies of all process and pleadings for the
14 state action in Defendant's possession are contained in the exhibits filed herewith.

15 Pursuant to 28 U.S.C. 1446(d), a true and correct copy of this Notice of
16 Removal will be filed with the Superior Court of California, County of Los Angeles,
17 promptly after filing of the same in this Court.

18
19 DATED: July 11, 2025

LEWIS BRISBOIS BISGAARD & SMITH LLP

20
21 By: /s/ Angela A. Zanin

22 Julian J. Pardini

23 Angela A. Zanin

24 Attorneys for Defendant

25 STATE FARM MUTUAL

26 AUTOMOBILE INSURANCE

27 COMPANY
28

FEDERAL COURT PROOF OF SERVICE

Yervand Aloyan, et al. v. State Farm Mutual Automobile Insurance Company
Case No.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On July 11, 2025, I served the following document(s): **DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S NOTICE TO FEDERAL COURT OF REMOVAL OF STATE COURT ACTION PURSUANT TO 28 U.S.C. §§ 1332(a), 1441(b), and 1446(d)**

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

Erik Zograban, Esq.
Abraham Dervishian, Esq.
Karabed Mikaelian, Esq.
D & Z LAW GROUP, LLP
1646 Victory Blvd.
Glendale, CA 91201

Attorneys for Plaintiffs
YERVAND ALOYAN and
ANI YANTURYAN

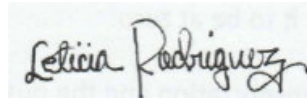
Tel.: (818) 937-9433
Fax: (818) 230-1910
erik@dzlawgroup.org
www.dzlawgroup.org

The documents were served by the following means:

- ☒ (BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ (BY COURT'S CM/ECF SYSTEM) Pursuant to Local Rule, I electronically filed the documents with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to the persons listed above.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on July 11, 2025, at Los Angeles, California.



Leticia Rodriguez